

THE CHRONICLE AND DIRECTORY

For 1873.

NOW READY.

THIS WORK, now in the ELEVENTH year of its existence, is ready for delivery.

It has been compiled and printed at the Daily Press Office, as usual, from the best and most authentic sources, and no pains have been spared to make the work complete in all respects.

In addition to the usual varied and voluminous information, the value of the "CHRONICLE AND DIRECTORY FOR 1873" has been further augmented by

CHROMO-LITHOGRAPH

OF THE

FOREIGN SETTLEMENTS OF SHANGHAI.

In addition to a Chromo-Lithograph Plate of the NEW CODE OF SIGNALS IN USE AT THE PEAK:

also of

THE VARIOUS HOUSE FLAGS (Designed especially for this Work)

MAPS OF HONGKONG, JAPAN,

and of the

THE COAST OF CHINA:

besides other local information and statistics correlated to date of publication, tending to make this work in every way suitable for Public, Mercantile, and General Offices.

The Directory is published in Two Forms, Complete at \$5; or with the Lists of Residents, Port Directories, Maps, &c., at \$3.

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37, Park Row.

Chewa and Tientsin.....HALL & HOLZER & KELLY

Tientsin and Peking.....HALL & HOLZER & KELLY

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The Daily Press.

Hongkong, June 20th, 1873.

In yesterday's issue we gave a full report of the case of WILKINSON v. NORTON AND ANOTHER, with the view of making the matter as far as possible intelligible to the public. This case, however, is so much of a technical character, that it is somewhat difficult very clearly to note its real bearing; but as it involves considerations of undoubted public importance, we shall endeavour as succinctly as possible to lay them before our readers.

The nature of the case was extremely simple, and will be easily understood when stated in ordinary commercial language. The plaintiff claimed \$17,000, which he alleged to be due to him as charter money on the steamer Parana, which defendants had chartered for a voyage to Australia and back. The defendants reply: "No; we do not owe you that money, because you promised to give us the use of a steamer which would go seven knots an hour, and the Parana did not go nearly so fast." This simple state of affairs became, however, involved in a good deal of technicality before it came before the Court, as the answer made by the defendants left it open to conclude that they might wish to do what is known, in legal parlance, as pleading a set-off of unliquidated damages against the freight. What are termed unliquidated damages may be popularly described as damages resultant from the breach of a contract which have to be assessed by a jury, as opposed to liquidated damages, the amount of which is specified as payable on the breach of the contract. It is an elementary principle of the law that in no case can unliquidated damages be claimed as a set-off, but must form the subject of a separate action. A state of affairs, however, which often arises in practice, has formed the subject of numerous cases, and approaches nearly to claiming a set-off of unliquidated damages, as to verge very closely upon a conflict with the principle above named. These cases arise where a man has agreed to sell to another a chattel, and in fulfillment of the stipulation gives or does something of the genus of what he has stipulated to give or to do, but not of the species, as, for example, a man may sell a steam engine of certain construction, but not of the horse-power stipulated for, or as in the Parana case, according to the defendant's statement of it, he may let a steamer on hire, but not of the stipulated speed. In cases of this latter kind, it is, with two exceptions—those of freight and an attorney's bill—competent to put in issue the inferiority of the thing supplied in reduction of the sum claimed. It is obvious that this runs very closely upon an invasion of the principle as to unliquidated damages; but it is probable that the courts have been influenced in some measure by the obvious convenience of the practice, in bringing the whole case before the Court and Jury. There is, however, this very clear distinction between the two classes of cases, that it is one of setting-off unliquidated damages where the damage claimed for is something consequent on the defect in the thing supplied, and the case is not one of setting off unliquidated damages, where the reduction is demanded because of a defect in the thing itself, or in legal parlance, the non-performance of a warranty or condition precedent, without which the contract is not fulfilled.

But for the peculiar exception of freight from cases where a reduction can be claimed upon them last grounds, as above noticed, it is clear that, at the very least, a question

would have at once arisen as to whether in the case of WILKINSON v. NORTON, the defendants could not claim that the case was within the category of those where a reduction may be asked for, consequent on the defectiveness of the thing delivered; but the exception as to freight complicated matters, so far as at first sight to make it appear that even this could not be done.

But the real fact is that though the charter-money is loosely called freight, it is not either as a matter of fact or of law, really freight. As a matter of fact, every mercantile man knows the difference between charter-money and freight, the one being money paid for the hire or leasing of a vessel, the other money to be paid on the carriage of goods; and this obvious distinction of fact is fully recognised by the law—the distinctive characteristic of freight being that it is only earned by the completion of the carriage of the goods. By a loss of time, charter-money and freight are often spoken of under the general term of freight, but the difference between them is fully recognised by the law in a variety of directions. Thus, in the "Arnold's Marine Insurance," we find it stated: "The word freight, in policies of insurance, means either freight properly so called, that is the sum paid to the shipowner for the transport of goods in his ship, or the price agreed to be paid by charter-party for the hire of the ship, which is, strictly speaking, rather to be called 'charter-money,' than 'freight.' Upon this a variety of interesting distinctions are detailed where the specialties attaching to freight properly speaking is often it is often called freight.

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SUPREME COURT NOTICE.

Friday, June 24th, at 11 a.m.

Customs Law.—Before His Honor Judge BARTON, Mr. Norton and another.

Motion for New Trial.

Benchmarks.—Before his Lordship, Justice SNAKE.—Tung-kwong, Adjourned final examination.—Wong-luk.—Adjourned final examination.

MARINE MAGISTRATE'S COURT.

June 19th.

BEFORE H. G. THOMSETT, Esq., R.N.

THE "ARABIA."

R. P. Webster, officer in charge of the Government Gunpowder Depot, charged Sarman, a seaman of the steamer ship Arabia, with wilfully remaining behind on his ship.

Defendant was sent to one month's hard labor.

POLICE INTELLIGENCE.

BEFORE THE HON. G. MAX.

Ducks.

A vendor in ducks, named Lee-ku, residing in Wah-ti Alley, charged a voiceless Chinaman, named Lee-ko, with coming up to his door early on the morning of the 19th instant, and stealing three ducks out of a basket.

Defendant was recognized by J. W. Watts as having been in goal on two occasions.

He was tried for three days.

Defendant was sent to three months' hard labor.

BUTIAL OUTRAGE.

Seiden, a seaman on board the British ship Ossard, declared he had arrived here on the 17th instant, from Sydney; he had no previous knowledge of the prisoner. At 3:45 a.m. on the 29th May the prisoner came aft, and tried to speak to him. When he got information, and went at 7:30 p.m. to No. 29, D'Aguilar-street, and found the Ossard there. The prisoner was recognized by J. W. Watts, as having been in goal on two occasions.

He was tried for three days.

Defendant was sent to three months' hard labor.

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who appears to have been acting under the Chinese Company, had been engaged in communication with Mr. Glover. He spoke to Mr. Glover about it, and the letter seems to have replied to the effect that "nothing more can be done until the question of rebate is settled." Upon hearing this, Mr. Gore-Booth did not appear to have bothered himself about the matter, except so far as procuring information as to the price he could get steamer at. The sale of the *Precursor* was effected on the 17th Dec., without Mr. Gore-Booth's direct intervention. Thereupon, some time ago, New Jersey men, there was an amusing scene on board the *Lorraine*, in which Mr. Gore-Booth, claiming his 5 per cent. on the sale of the *Precursor* as well as on the sale of the first steamer. The percentage question was one that would demand their earnest consideration; and it is, what was understood at the time P. No doubt a man has a perfect right to say, "Now, in New Jersey, where I live." Instantly, an old man, who had sat moodily and silently pondering by the stove for some time, sprang to his feet and exclaimed: "I am a man, you know from New Jersey." "Yes, sir, and I am a man," said the other. "Yes, sir, proud on't." Hurrah, gives out loud, cried the old man, fairly dashing out with exultation. "I'm from New Jersey, too, and never felt like declaring it afore. Shake! I'm an old man; I've travelled long and far. I've been in every city in the West—steamboat on the Ohio and the Mississippi—been to California, over the plains, and around the mountains; took a voyage once to Liverpool; but in all my travel, think me if this isn't the first time I ever heard any man acknowledge that he is from New Jersey."

JURY TRIALS IN THE CITY OF LONDON. The reputation of jury trials in the City of London is departing. The trial of cause by special jury at Guildhall has hitherto been regarded as trial by merchants of the City of London. Such a tribunal is exceptionally valuable, the *Law Times* says, in a commercial country. Once, now, to the operation of our law, we have gone, and when it is worked, it appears that those who were formerly accustomed to serve on special juries are frequently drawn into criminal juries, and vice versa. A result of marine insurance and marine law is that cases of marine insurance and the like are tried by licensed victuallers and others of that class, who bring no special knowledge to bear upon the question submitted to them. This revolution was made in the Court of Common Pleas a few days ago, in a case in which Mr. Justice Brett directed a lot of ordinary tradespeople who sat in a ship was not unawfully singular being of a nature which could not be got rid of. Under such circumstances, it is only singular that the case found its way into here. The question of the jury, however, is the only one with which we are now concerned, and it certainly behoves the City authorities to see that their courts are served by juries of a class qualified to sustain their high and valuable reputation.

WONDERFUL EXTRAVAGANCE OF THE IMAGINATION. A wonderful correspondent of that wonderful paper, the *Paris Figaro*, has made the startling discovery that Napoleon is not dead, and that at the present moment he is travelling at his ease, studying the situation and attitude of France, and preparing for that epoch which must soon come! According to this correspondent's narrative, he was informed by "Sir W. T.", whom we take to be a bit of a rascal, that Napoleon escaped from his prison at Ushant on the 26th of January, 1873, just as he was bound for Paris on the 26th of May, 1869; that the Emperor and Dr. Bonaparte were in the plot; that a substitute was provided in order to deceive the Prince Imperial and Queen Victoria. "The ambitious" being at hand, "proceeded the *Figaro's* correspondent, they called in the astropath doctors, who did not know the patient. The corps was made as like as possible what that the Emperor might be. The Emperor, however, in their confidence, Napoleon III. took refuge in a little hotel in London, with his papers all off his moustache off, shaven his "Imperial" pride, artistically wrought, and waited quietly, in his retirement till the last of the simple people who had come to his funeral had again got back their own country?" A friend of the writer decried that he saw Napoleon III. a few days ago in Paris. We are afraid he only saw the Emperor, however, just passing through Paris on his way to perform at the Adelphi Theatre in the Strand.

COMMERCIAL INTELLIGENCE. JUNE 19TH, EVENING.—New Patna, \$875 to \$850 cash and credit; New Benares, \$555 to \$560 cash and credit. No change in other kinds. New Bengal drug in fair Chinese demand.

SHARES.

Hongkong and Shanghai Bank Shares—59 per cent. premium.

Union Assurance Society of Canton, new shares \$300 per share premium.

China Fire Insurance Company's Shares—\$100 per share premium.

Olins and Japan Marine Insurance—\$120 per share.

Chinese Insurance Company—\$225 per share.

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China Fire Insurance Company's Shares—\$125 per share.

Victoria Fire Insurance Company's Shares—\$122 per share.

Hongkong and Whampoa Dock Company's Shares—\$3 per cent. discount.

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Distillery Company—\$5 per cent. discount.

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Hongkong Pier and Godown Company—\$5 to 70 per cent. discount, nominal.

EXCHANGE.

ON LONDON.—Bank Bills, on demand, 4/4; Bank Bills, at 3 months' sight, 4/4; Bank Bills, at 6 months' sight, 4/6 to 4/6; Circlets at 6 months' sight, 4/6; Documentary Bills, at 6 months' sight, 4/6.

ON NEW YORK.—Private, 5 months' sight, 4/4.

ON BOMBAY.—Bank 3 days' sight 23/4.

ON CALCUTTA.—Bank 3 days' sight 23/4.

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Sales on JUNE 19TH, 1873.

As reported by *Chinese*.

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White Ware, 2 pieces, at \$67.00, by Kwong-wan-shu to travelling trader.

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Saiyan Cotton Seeds, 500 bags, at \$5.05, by Hop-hin local trader.

W. N. M. D. COLLINS, D. M. F. S., 7, QUEEN'S ROAD, HONGKONG, 29th February, 1873.

BY SPECIAL APPOINTMENT TO HIS EXCELLENCY THE GOVERNOR, AND TO H. I. H. THE GRAND DUKE ALEXIS OF RUSSIA.

T. N. DRISCOLL, CIVIL NAVAL & MILITARY TAILOR, WOOLLEN DRAPER, HATTER, HOISIER, AND GENERAL OUTFITTER, 45 and 47, Queen's Road, next to Oriental Bank. [Pub. 1]

"TAKE AWAY THE APPARITION!"—A New Orleans man reported dead appeared in court the other day, and said: "If your honours please, I was married to her, and she is dead, as you see I am not dead. Court, I know that is, as a man—that you are alive and in court, but a court, I know you are dead, for the records of the court say so, and against their very words can be no argument—so say Lord Coke and a good many other books I have never read. Dead man! But I want my property, and it's no matter to me whether your records lie or not. I am alive, and have not transferred my property, and to deprive me of it without my consent would be against the law. Court, if you intimate that she is dead in this court, the court will send you to goal. Court, I know Shurif, take this apparition out, and out he went with a rush."

MISCELLANEOUS. A Parisian *Journal*, the *Paris Figaro* says: "Recently a young sailor was arrested not far from a hatter's, and holding a knife between his teeth. When efforts were made to take the knife away, he stood on the defensive, and there was a fight which resulted very unsatisfactorily for the hatter. The thief in question was a dog. His master, who has not yet been found, had taught him to make requisitions on goods exposed for sale, and the latter accuses him of having appropriated not less than six hats within a week."

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| DESTINATION | VESSEL'S NAME | CAPTAIN | AT | FOR FREIGHT APPLY TO | TO BE DISPATCHED |
|-----------------------|-----------------------|----------------------|----------|------------------------|------------------------|
| LONDON via SUEZ CANAL | Glaucus (str.) | W. E. Maddox | Hongkong | Butterfield & Swire | On or about 23rd inst. |
| LONDON | James Shepherd | James Shepherd | Hongkong | Quick dispatch. | Quick dispatch. |
| Do. | James (str.) | T. D. Scott | Hongkong | Quick dispatch. | Quick dispatch. |
| NEW YORK | Scotsman (str.) | Thos. Murray | Hongkong | Quick dispatch. | Quick dispatch. |
| SAFETY | Thomson (str.) | W. P. Parker | Hongkong | Quick dispatch. | Quick dispatch. |
| NEW YORK | Jas. B. Bell | Hagedorn & Co. | Hongkong | Quick dispatch. | Quick dispatch. |
| NEW YORK | Chandler | Russell & Co. | Hongkong | Quick dispatch. | Quick dispatch. |
| NEW YORK | Malay | Augustin Heard & Co. | Hongkong | Quick dispatch. | Quick dispatch. |
| NEW YORK | Smith | Rozario & Co. | Hongkong | Quick dispatch. | Quick dispatch. |
| NEW YORK | Munday | Russell & Co. | Hongkong | Quick dispatch. | Quick dispatch. |
| SAIGON AND SINGAPORE | Geoffrey | Douglas Lepage & Co. | Hongkong | Quick dispatch. | Quick dispatch. |
| YOKOHAMA | Avond | P. O. & S. N. Co. | Hongkong | Quick dispatch. | Quick dispatch. |
| SHANGHAI | Sheridan (str.) | John Bond & Co. | Hongkong | On or about 21st inst. | On or about 21st inst. |
| SHANGHAI | Glory (str.) | Watt | Hongkong | Quick dispatch. | On or about 21st inst. |
| SHANGHAI | City of Exeter (str.) | Olyphant & Co. | Hongkong | On or about 21st inst. | On or about 21st inst. |

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SAYLE & CO. HAVE just opened the undermentioned GOODS:

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NAPKINS to match, DOYLIES,

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IRON BEDSTADS, CHILDREN'S COTS, and SPRING MATTRESSES of various sizes.

BRASS and MAHOGANY CURTAIN POLES and FITTINGS.

Extracts.

VISIONS OF NIGHT.

There are mystical sounds in the air to-night; there are whispers soft and low; they are voices of love from the realms of light. In rapturous tones to me recite The music of Long Ago.

Tis a loving sister whose face I see, And her living voice I hear; In love again she looks on me As it was old, though I know that she Hath gone to another sphere.

There is one I loved with a deeper love Than a brother's or a friend's could claim;

Among the noble, true and brave, On the battle-field he found a grave,

And a soldier's transient home.

And a sainted mother is looking down On her weak and wayward son;

And although I travel 'tis my journey alone, I feel that around me ever is thrown The love of that holy one.

Above us is heading another face,

Enraptured in the golden hair,

On the ocean she sailed alone,

Into the sea of the great unknown.

Oh, life was cold and bare!

All sweet are the sounds I hear to-night,

Murmuring soft and low;

Voices of love from the realms of light,

That in rapturous tones to me recite The music of Long Ago.

TRAVELLING.

I wish folks in general would keep their eyes a little more open when they travel by rail. When I see young people rolling along in a luxurious carriage, their eyes and their brains absorbed probably on a trashy chit-chat, and never lifted up to look out of the window, unconscious of all that they are passing—or of the reverend antiquities, the admirable agriculture, the rich and peaceful scenery, the like of which no country upon earth can show; unconscious, too, of how much they might learn of botany and geology, by simply watching the flowers along the railway banks, and the sections in the cutting; then it grieves me to see what little use people make of the eyes and of the understanding which God has given them.

They complain of a dull journey, but it is not the journey which is dull; it is they who are dull! Ever have, and go not: exchange them, and hear not; need dollars in smart clothes, too many of them, like the ideals of the henpeck.—From "Tour Geography," by the Rev. C. Kingley.

A PLEASANT PASTIME.

A fellow is accounted but a mad at a great school who does not contrive to get into the football twenty, but he must be a flinty hearted father, who has ever experienced his hardships himself, who would care to see his hopeful son in a scrum-mangle under Rugby rules. Mauling, hacking, kicking, shoving, clattering—such are among the terms and rules of the game. Hacking is defined to be "kicking an adversary intentionally," and this is a law, forsooth! At Cheltenham College an annual match is played between the classical and modern departments, and various and manifold are the accidents that almost always occur during its celebration. Indeed, more than once the match has been suspended in consequence of the rough play that has been exhibited. Another match attended with even worse consequences, used to be that annually played between the College and the "Prinners," as they were called. The "Prinners," as their name would imply, were members of the Normal Training College for Scripture Readers, and were mostly grown-up. In the "scrummage" that used to take place the rough viands were things of not infrequent occurrence, and the whole thing was both unmanly and absurd. There was an utter absence of skill and science, and nothing but questionable manners and ill-feeling produced. As Blackheath may frequently be seen clowns playing in quite a savage manner; great stalwart fellows mauling and kicking one another like maniacs, each man fancying himself the "cynosure of bright eyes," of which inspiring incentive to deeds of barbarity there are any number around. "This is a sorry sight," but matters appear to be no better in India, for a writer from that country says: "The spectators seem to enjoy seeing the fellows knocked about."—The Gentleman's Magazine.

Insurances.

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